TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks & Recreation Director, 797-1151

SUBJECT: Resolution

CONTACT PERSON Dennis Andresky, Parks & Recreation Director, 797-1151

AFFECTED DISTRICT Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN OF DAVIE AND SWIMAMERICA SERVICES, INC. FOR PROVISION OF AQUATICS PROGRAM SERVICE.

REPORT IN BRIEF: The Town's contract for aquatics program service with Swim America Services, Inc. will expire on September 30, 2006. The vendor is requesting to extend the contract for the second and final allowable extension period which begins on October 1, 2006 and ends on September 30, 2007. This item was withdrawn from the August 2, 2006 agenda because the vendors incorporation registration with the State of Florida had not been updated. The vendor has updated its incorporation status and is properly registered to conduct business. The vendor has also reached an agreement with and will continue use Broward Aquatics for swim team programming. Staff recommends resolution approval for agreement extension as noted.

PREVIOUS ACTIONS: Contract entered into on October 1, 2004 per Resolution R-2004-205. The first contract extension period began on October 1, 2005 and ends on September 30, 2006.

CONCURRENCES: N/A

FISCAL IMPACT: Revenue to the Town of \$12,000.00 per year.

RECOMMENDATION(S): Motion to Approve Resolution and Agreement Extension.

Attachment(s): 1) Resolution

2) Exhibit "A" Letter from Vendor Requesting Renewal

3) Copy of original resolution and original contract

4) W-9, Vendor Disclosure, Corporation Proof

RESOLUTION NO.

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN OF DAVIE AND SWIMAMERICA SERVICES, INC. FOR PROVISION OF AQUATICS PROGRAM SERVICE.

WHEREAS, the Town conducted a formal bid and awarded a contract with SwimAmerica Services, Inc. to provide Aquatics Program Services; and

WHEREAS, the contract is in the first of two allowable extension periods and is scheduled to expire on September 30, 2006; and

WHEREAS, the Town and the contractor desire to extend the contract for the final allowable one year extension period;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

<u>SECTION 1</u>. The Town Council of the Town of Davie authorizes the Mayor to execute a one year contract extension with SwimAmerica Services, Inc. to provide Aquatics Programming Service for the time period of October 1, 2006 through September 30, 2007.

<u>SECTION 2</u>. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED T	THIS	DAY OF	, 2006
Attest:		MAYOR/0	COUNCILMEMBER
Attest.			
TOWN CLERK			
APPROVED THIS	DAY OF		, 2006

To:

Dennis Andresky Director of Parks and Recreation Town of Davie

From:

Karen King, Owner SwimAmerica Services

Date:

July 21, 2006

Re:

Request for Contract Extension for Aquatic Programming Services

Town of Davie

The terms of our agreement, made October 1, 2004, require us to request a continuation of our contract until October 1, 2007. We respectfully ask to continue working with The Town of Davie until October 1, 2007 with all contract terms and conditions remaining in effect for one (1) year.

Thank you,

Karen King, Owner

RESOLUTION R-2004-205

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SWIMAMERICA SERVICES TO PROVIDE AQUATICS PROGRAM SERVICE.

WHEREAS, the Town desires to offer aquatics programs at the Davie Pine Island Park Aquatics Center and Betty Booth Robert's Park Pool; and

WHEREAS, the Town solicited sealed proposals for such service; and

WHEREAS, the Town's Selection Committee authorized the Parks and Recreation Department to negotiate the terms of the agreement with SwimAmerica Services; and

WHEREAS, the Town has verified SwimAmerica Services qualifications, experience and capability to provide the required service; and,

WHEREAS, it is in the Town's best interest to execute a contract for this service; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with SwimAmerica Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

<u>SECTION 1</u>. The Town Council of the Town of Davie authorizes the Mayor to execute a contract with SwimAmerica Services to provide Aquatics Program Service.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ______ DAY OF <u>September</u>, 2004.

MAYOR/COUNÇILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 7 DAY OF Sept ember, 2004.

AGREEMENT BETWEEN THE TOWN OF DAVIE AND SWIMAMERICA SERVICES FOR PROVISION OF AQUATICS PROGRAM SERVICE

THIS AGREEMENT, made and entered into this ______ day of <u>September</u>, 2004, by and between:

Town of Davie, Florida a municipal corporation 6591 Orange Drive Davie, Florida, 33314 (hereinafter referred to as "TOWN")

AND

SwimAmerica Services
Karen Leonard
2808 NW 10th Avenue
Ft. Lauderdale, FL 33311
(hereinafter referred to as "CONTRACTOR")

WITNESSETH

WHEREAS, the Town is desirous of providing aquatics programming at the Davie Pine Island Park Aquatics Center and Betty Booth Robert's Park Pool; and

WHEREAS, a formal RFP was disseminated, and SwimAmerica Services was the sole responding bidder; and

WHEREAS, the Town has verified SwimAmerica Services qualifications, experience and capability to perform the required service; and

WHEREAS, this agreement has been reviewed by the Town Attorney; and

WHEREAS, the Town and SwimAmerica Services wish to enter into this Agreement for the provision of aquatics program service as specified in the agreement.

IN CONSIDERATION of the mutual covenants and agreements as herein set forth, sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

The term of this agreement is for a (1) year period beginning on October 1, 2004 and ending on September 30, 2005. The contract may be extended for two additional (1) year periods by mutual agreement of the parties. The Town reserves the right to add new pool locations to this agreement upon mutual agreement of the parties. It is at the sole discretion of the Town to award or not award this contract as it deems appropriate.

1. Conditions:

- A. Contractor shall conduct business in a professional and courteous manner to the satisfaction of designated Town staff. Contractor and all personnel and instructors under the direction of the Contractor must obey all Town and Parks & Recreation Department rules, regulations and policy.
- B. Contractor shall provide qualified/trained instructors for all programs offered and provide proof of Florida Dept. of Law Enforcement background screening for themselves and all personnel and instructors prior to the start of any program, class or service being provided.
- C. Contractor shall provide each participant with a fee schedule for all offered services and program packages. Program information and fees shall be posted at the lobby service counter at Davie Pine Island Park Aquatics and Fitness Center and in the Town provided public notice bulletin board at Betty Booth Roberts Park Pool.
- D. Contractor must coordinate all program schedules with designated Town Staff in advance in order to prevent conflict of use situations and to allow for proper public notice and Town staffing adjustments. Contractor or Contractor Designee with authority to make decisions in the absence of the Contractor, must be available either in person or by phone to communicate with Town Staff as needed on a daily basis to resolve operational concerns and problem situations.
- E. Contractor is required to provide a minimum of twenty five (25) scholarships for aquatic services for children of the community that cannot afford these services.
- F. Town will provide lifeguard services during normal operating hours:

Summer HoursWinter HoursWeekdays from 10 am to 7:45 pm.Weekdays from Noon to 7:45 pmSat/Sun from 10 am to 5:45 pmSat/Sun from 10 am to 5:45 pm

Should the Contractor choose to program pool usage during non normal operating hours, the vendor is responsible for the cost of lifeguard services at the rate of \$20.00 per hour per lifeguard. The Town may grant a variance to this policy for programs conducted by Swim Coaches or Instructors having current Lifeguard Certification with the approval of the Town's Risk Management Department. Requests to use Swim Coaches or Instructors in

lieu of Town Lifeguards must be in written form and include proof of the individuals current lifeguard qualifications and dates and times of the program or activity.

- G. The Town must have one quarter (1/4) of the pool area available for public use during normal operating hours.
- H. The Contractor is permitted use of 3/4 of the pool during normal operating hours except during Town sponsored events/use. Current Town sponsored events and uses include:
 - a. Summer Camp Programs Three quarters (3/4) of the pool area must be available for use as needed by the Town for joint use by the public and the Town's Summer Camp Program. The summer camp program runs from June through August from 9:00 a.m. to 5:00 p.m.
 - b. March Splash for Trash Event The entire pool must be available for use by the Town for the March Splash for Trash event. This event is held once per year as a partial day event which varies as to date and runs from 11:30 a.m. to 3:30 p.m.
 - c. July 4^{th} Celebration Event The entire pool must be available for use by the Town for the July 4^{th} celebration from 10:00 a.m. to 9:00 p.m.
 - d. Labor Day Event The entire pool must be available for the September Labor Day event from 10:00 a.m. to 5:00 p.m.
 - e. Town Employee Picnic The entire pool must be available for this once a year partial day event which varies as to date and runs from noon to 4:00 p.m.
- I. The Town reserves the right to schedule additional Town events and use and to make adjustments to the normal hours of operation and portion of pool area needed for public usage with reasonable notice being given to the contractor. The Town also reserves the right to control the pool as needed during inclement weather or in the interest of public safety.
- J. The Contractor shall pay the Town 25% of Total Monthly Gross Income for the first year of the contract, payable to the Town on a monthly basis by the 10th of each month for the previous months provided service. Revenues received by the Contractor from the provision of Swim Central Program Swim Lessons are excluded from Contractors Total Monthly Gross Income calculation. The Town may select, at its' sole discretion, either the 25% of Total Monthly Gross or a Fixed Amount of \$1000 per month as payment for provided service for any contract extension periods provided for in the Agreement.
- K. Contractor is responsible for handling, processing and record keeping services related to operations under this agreement including but not limited to: registrations, receipt of payments for programs, accounting of transacted business and record keeping. Contractor shall provide Town a monthly report of all programs, services and rentals provided including fees charged for the provision of said programs, services and rentals. Monthly operations report is due by the 10th of each month for the previous months operations.

- L. Contractor may collect user fees for the following:
 - a. Swim instruction programs and classes.
 - b. Rental of pool deck area and pool patio area for parties per Established Town Parks and Recreation Fee Schedule rates.
 - c. Contractor scheduled group use of the pool.
 - d. Swim team programs.
 - e. Water polo team programs.
 - f. Water aerobics/fitness classes.
 - g. Other aquatic programs or classes upon approval by Director of Parks and Recreation.
- M. The Town will collect and retain all fees collected for:
 - a. Pool memberships.
 - b. Daily pool admissions and Non Contractor scheduled group use.
 - c. All use of the planned Water Play area.
- N. Contractor will provide a 25% program fee discount to Town Employees.
- 2. Insurance: The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance, and Automotive Liability Insurance as required by State Statute. Contractor shall carry in force at all times the insurance coverage with the Town included as "Additional Insured".

Insurance requirements are as follows:

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

Limits: Worker's Compensation -

Statutory

Employer Liability

\$100,000 each accident

Disease

\$500,000 policy limit

Disease

\$100,000 each employee

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Limits: Bodily Injury/Property Damage Combined Single Limit -\$1,000,000 each occurrence. This shall include coverage for:

Premises/Operations

Products/Completed Operations

Contractual Liability Independent Contractors

Insurance must be furnished to the Town PRIOR TO THE COMMENCEMENT of any work. Failure to do so will result in the recommendation to terminate the contract immediately.

The Town will be given thirty (30) days written notice of any cancellation or material change in any policy.

- 3. Indemnity Hold/Harmless Agreement: The contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.
- **4. Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 5. Discrimination Clause: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 6. Cancellation: The Town will issue a notice in writing should Contractor fail to reasonably perform the services as specified herein in the sole discretion of the Town. Contractor will have five (5) days after receipt of notice to respond to the complaint and advise any corrective action that will be taken to alleviate the problem. The Town reserves the right to cancel the contract if corrective action is not implemented. This contract will be canceled upon receipt of written notification.
- 7. Selling, Transferring or Assigning Responsibilities: The Contractor shall not sell, transfer or assign the performance required by this proposal without the prior written consent of the Town. Any award issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable, except with the prior written consent of the Town.
 - Permits, Taxes and Licenses: The Contractor shall at their own expense obtain all necessary permits and pay all applicable licenses, fees or taxes.

NOTICE:

Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

AS TO TOWN:

Dennis Andresky or Representative Parks and Recreation Director 6901 Orange Drive Davie, Florida 33314

AS TO Contractor

SwimAmerica Services Karen Leonard 2808 NW 10th Avenue Ft. Lauderdale, FL 33311

GOVERNING LAW AND VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue for any litigation thereon to be found in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SEVERABILITY:

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.

LICENSE NOT A LEASE:

This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein.

NON-DISCRIMINATION:

The Contractor shall comply with Title I and Title II of the Americans with Disabilities Act regarding non-discrimination on the basis of disability in employment and the provision of services, and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or disability.

No persons, on the grounds of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or disability shall be excluded from participation, be

Town's Municipal Code

Sec. 16-3. Damaging public property prohibited. It shall be unlawful to wantonly, willfully or maliciously mar, deface, injure or mutilate any of the town buildings, vehicles, equipment, furniture, street signs, traffic signs, or traffic control equipment, or any other property of the town. (Code 1964, § 10-8)

AGREEMENT BETWEEN THE TOWN OF DAVIE AND SWIMAMERICA FOR PROVISION OF AQUATICS PROGRAM SERVICE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

SWIMAMERICA SERVICES	TOWN OF DAVIE, FLORIDA
BY: LINE DIRECTOR	BY: MAYOR
ATTEST: MULLER Klung TOWN CLERK	
STATE OF FLORIDA) ss. COUNTY OF BROWARD)	
2004, Kulen Kung	BY CERTIFY, that on the HE day of September personally appeared before me, an officer duly authorized to wledgements, SwimAmerica Services, signed this Agreement or tember, 2004. FL DL K520-514-55-103-0
WITNESSETH my hand and	official seal at DAVIE, FC day of September 2004.
Broward County, Florida this	day of <u>September</u> 2004.
My Commission Expires:	Sheila Preston NOTARY PUBLIC, State of Florida
NOTAE	OFFICIAL NOTARY SEAL SHEILA PRESTON Y PUBLIC STATE OF FLORIDA MMISSION NO. DD041700

 $\verb|\NS_TH_01\Town_Hall\Parks_Recreation\RESOLUTIONS\RSwimAme 2004 rvs d.DOC| \\$

TO: 99545090895

P.1/3

Form S = 9 (Rev. January 2005) Opportment of the Treasury Internal Flavorous Service	Identification Num	for Taxpayer iber and Certificatio	n	Give form to the requester. Do not send to the IRS,
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CONTRACTOR OF THE PARTY OF THE	entification Number (TIN)	33071		
alien, sale proprietor, or disre your employer identification o Note. If the account is in most to enter.	iate box. The TIN provided must match thi duels, this is your aodial security number garded entity, see the Part I instructions o umber (ciPN). If you do not have a number, a than one name, see the chart on page 4	(SSN). However, for a resident in page 3. For other entities, it is	Social security	or Mostion number
Certification Under penalties of perjury, I of			12/11	THARITA
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Sign Signature of U.S. person In	arout In fr	esident mas »	8-	24-06
Purpose of Form)		V 1000	
HS, must obtain your com TIN) to report, for example reneactions, mortgage inte abendonment of secured p contributions you made to U.S. person. Use Form W- including a resident alien), berson requesting it (the re	ofile an information return with the sot taxpayer identification number. Income paid to you, real estate rest you paid, acquisition or roperty, cancellation of debt, or an IRA. 9 only if you are a U.S. person to provide your correct TIN to the quester) and, when applicable, to:	e Any estate (other than a Regulations sections 301.7) information. Foreign person, if you are Form W-9. Instead, use the Publication 515, Withholdin and Foreign Entities). Nonrealdent effer who be Generally, only a nonrealdent	a foreign persister of Tax on No appropriate Fig of Tax on No comes a resident alien individu	a) for additional on, do not use orn W-8 (see orresident Allens ent effen. sal may use the

Certify that the flN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding,

Cernify that you are not subject to backup withholding, or
 Claim exemption from backup withholding if you are a
 U.S. exempt payee.
 Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

An individual who is a citizen or resident of the United States,

A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the eaving clause may permit en exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that epecifies the following five items:

The treaty country, Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

The article number (or location) In the tax treaty that contains the saving clause and its exceptions.

Get. No. 10231X

Form W-9 (Rev. 1-2005)

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Town of Davie Vendor/Bidder Disclosure

Name of Individual, Firm, or Organ	nization: Swir	nAmerica Services
Address:	744	Riverside Dr
		1 Springs Pl 33
EIN		1 3
state and date of incorporation	-	
OWNERSHIP DISCLOSURE AF If the contract or business trans- usiness address shall be provided for the directly or indirectly holds five	action is with a corpor for each officer and dir	of the commerciants and
WNERSHIP DISCLOSURE AF If the contract or business trans- usiness address shall be provided for the directly or indirectly holds five the contract or business transaction is trovided for each trustee and each business (Post Office addresses are no	faction is with a corpor for each officer and direct percent (5%) or more is with a trust, the full peneficiary. All such n tot acceptable);	cetor and each stockholder of the corporation's stock. If name and address shall be ames and address are as
OWNERSHIP DISCLOSURE AR	faction is with a corpor for each officer and direct percent (5%) or more is with a trust, the full peneficiary. All such n tot acceptable);	cetor and each stockholder of the corporation's stock. If name and address shall be ames and address are as

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Na	me Add	Iress
	None	
y: Signature	of Affiant	Date: 8 24 06
Karen Print Nan	king	
UBSCRIBEI UNUST ersonally known tification.	O AND SWORN TO or affirm 2006, by KOYEN own to me or has presented	ed before me this 24 day of KING, he/she is DEV SCHALLY KNOWN as
		Muchelle Sudry Notary Public, State of Fforida at Large
4	OTARY PUBLIC-STATE OF PLORIDA Michelle Guidry Commission # DDS57907 Expires: MAY 30, 2010 ONDED THRU ATLANTIC BONDING CO.; PMC.	Print or Stamp of Notary DDS ST 907 Serial Number
		My Commission Expires: May 30, 201



Florida Profit

SWIM AMERICA SERVICES, INC.

PRINCIPAL ADDRESS 744 RIVERSIDE DRIVE CORAL SPRINGS FL 33071 Changed 08/02/2006

MAILING ADDRESS 744 RIVERSIDE DRIVE CORAL SPRINGS FL 33071 Changed 08/02/2006

Document Number P02000059527 FEI Number 651172573 **Date Filed** 05/29/2002

State FL Status ACTIVE Effective Date

Last Event
CANCEL ADM DISS/REV

Event Date Filed 08/02/2006

Event Effective DateNONE

Registered Agent

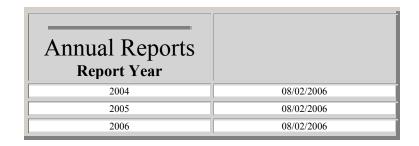
Name & Address

KING, KAREN 2808 NW 10TH AVE FT. LAUDERDALE FL 33311

Name Changed: 08/02/2006

Address Changed: 08/02/2006

Officer/Director Detail Name & Address KING, KAREN 2808 NW 10TH AVE WILTON MANORS FL 33311 Filed Date



Previou <u>s</u> Filing	Return to Lis	Ne	kt Filing

<u>View Events</u> No Name History Information

Document Images

Listed below are the images available for this filing.

<u>08/02/2006 REINSTATEMENT</u>
<u>02/25/2004 DM</u>
<u>11/24/2003 REINSTATEMENT</u>
<u>05/29/2002 Domestic Profit</u>

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

Corporations Inquiry Corporations Help

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